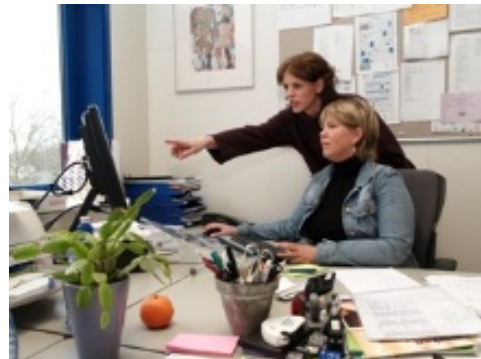


# Explanatory notes to the Professionalization Agreements in the collective agreement for universities of applied sciences 2012-2013



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## **Explanatory notes**

The parties to the collective agreement hereby offer you explanatory notes to the collective agreement paragraph about professionalization, intended for employees, managers, HR managers and governors of universities of applied sciences. The purpose of these explanatory notes is to assist you and provide you with background information when implementing the professionalization agreements at the university.

*These explanatory notes do not form part of the 2012-2013 collective agreement for universities of applied sciences and no rights may therefore be derived from them.*

## I Modernizing the collective agreement

With the framework agreement about professionalization in the agreement in principle of the 2012-2013 collective agreement for universities of applied sciences, the social partners have taken a path that is in keeping with the development of universities of applied sciences. The new paragraph about professionalization is a step in the direction of modern working relationships in which employees and managers enter into discussions together to implement this relationship.

### Customization in mature working relationships

Chapter O of the previous collective agreement contained a large number of detailed regulations concerning training and development. These have worked well in the past but present times require a different approach. Based on a joint responsibility for organizational and personal development, the social partners felt that the time had come to replace Chapter O by one set of framework regulations for professionalization. They primarily entail:

1. an annual budget at university level of at least 6% for professionalization
2. release time in terms of hours for one's professional development
3. facilitation in terms of time and money for attending courses
4. room for local policies about professionalization and
5. enabling customized agreements in which the employee takes responsibility for his own professional development.

These five components create scope for agreeing jointly on individual and thus properly synchronized solutions.

By 1 January 2014 at the latest, every university of applied sciences must have implemented the regulations and have a professionalization plan. Until the new regulations are in place, the professionalization agreements made in Chapter O of the previous collective agreement will apply.

### The dialogue

Employees and managers are challenged to make the transition possible towards agreements in which the interests of the employer and employee are rebalanced. This is achieved through dialogue, by providing learning and development opportunities and by taking initiatives. This will enhance the employability of the employee.

A good dialogue between the employee and manager is not a matter of course. The discussion must be open and on equal terms. The employee must be able to state his personal motives, translate these into his own goals and feel at liberty to interrupt.

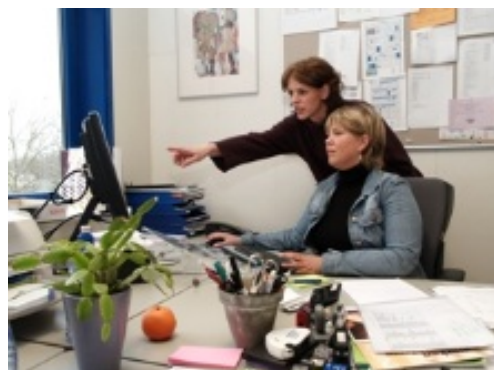
The manager will mainly ask open questions, listen, summarize and ask further questions. He must put forward the organizational interests in relationship to the employee's development wishes. This makes considerable demands on both discussion partners as far as conversation and negotiation skills are concerned. The dialogue about the working relationship is, after all, not 'just' a conversation but is basically a negotiation.

### A mature working relationship

Trust, openness and partnership characterize a mature working relationship. The employee is given the space to take responsibility for his own work and development. A mature working relationship demands self-confident employees who know what they want and are capable of and who are not afraid to let their managers know.

### Coaching leadership as a condition for a mature working relationship

A mature working relationship requires a form of leadership in which the manager takes the relationship with the employee, his interests and the interests of the organization into consideration at the same time. A coaching manager will first ask how the employee himself thinks he will be able to perform best. This is the starting point for a discussion or negotiation about agreements to be made.



**Negotiating, giving and taking in a mature working relationship**

Negotiating means that people in a situation of partly different, partly similar interests try to reach an agreement with which they expect to be in a better position than without such a joint agreement.

This will often concern the division of scarce resources such as time and money. Who will be entitled when to which course?

## II Professionalization

The new professionalization agreement in practice:

1. How does the basic entitlement work in relationship to the professionalization budget?
2. Time for courses: an entitlement or possibility?
3. Which courses will be facilitated for 75% or 25% of the study load?
4. Which courses will be refunded fully as regards time and money?
5. How will the out-of-pocket expenses be safeguarded and justified?
6. How does the transitional arrangement work?
7. Do doctorate processes come under the scope of the professionalization paragraph?

### 1. How does the basic entitlement work in relationship to the professionalization budget?

All educational staff and education support staff appointed at 0.4 FTE or greater has an annual basic entitlement of at least 40 hours for his professional development. If an employee is appointed at less than 0.4 FTE, the basic entitlement will be in proportion to the number of working hours per week: from 0.1 FTE: 10 hours, from 0.2 FTE: 20 hours, from 0.3 FTE: 30 hours.

In the annual task, the employer must release the employee for this basic entitlement to hours.

The employee will for the most part determine himself how he wishes to make use of the basic entitlement in terms of time for his professionalization. The basic entitlement in terms of time must be used in the year in which the hours are granted. It is not possible to transfer these hours to a following year. A sole exception is if the employee and manager make a long-term agreement in this respect.

They will also make agreements about any money required and the stages. The employee must account for the use of time, money and the stages afterwards, in the usual cycle of meetings. The employee will thus be able to clarify how time and resources contributed to his professionalization.

The costs involved in these hours constitute half of the 6% budget. The employer is obliged to reserve the other 3% additionally in the form of out-of-pocket expenses designated for tuition fees, study material, travel and subsistence allowance, etc.

### 2. Time for courses: an entitlement or possibility?

In addition to professionalization by making use of his basic entitlement to hours, the employee can propose courses he intends to follow in a period of, in principle, 4 years in order to develop his professionalization further. The professionalization plan of the university is an important tool in this respect.

It is important that employee participation is involved in the creation of the professionalization plan. The participation council must agree to the professionalization plan. Whether this employee participation is through the central participation council or also through the sub-councils depends on the contents of the plan.



If the employee proposes a course then this proposal will be a subject for discussion with the manager. The manager will, among other things, consider the professionalization needs of the employee, the course or the faculty and the ambitions of the university as stated in the professionalization plan. But he will also take into consideration the available budget, the needs of other employees, training courses already agreed to, the variation in courses, etc. The manager will furthermore involve the wishes of the employee in the negotiations as much as possible.

In other words, courses as mentioned above cannot be claimed but require a creative negotiation process. An open manner of giving and taking is necessary, in which solutions must be found which accommodate the interests of both parties, taking into account the available resources of the university. It is also essential that the parties put their interests on the table in an open manner: the employee must feel safe in making the steps in his career open to discussion (even if they are not in keeping with the plans of the university), the manager must not be afraid of stating that someone is standing still in their development or that the chosen development is not wise or feasible in his opinion. In addition, creativity is required from both sides in integrating the interests. In the end, every form of professionalization must be expressed in written agreements between the manager and the employee.

The refusal of a course is not without obligation.

If no agreements regarding professionalization have been made, this is not without obligation. This applies where the employee is concerned but also the employer.

It must be clear to the employee that, if the university has laid down a certain ambition in its professionalization plan, it is of great importance as regards his employability to follow the university in this ambition.

On the other hand, the employer must realize that refusing an employee's proposals for the following of courses means that the employee cannot afterwards be accused of not having done enough in the way of professionalization, for example when a master's degree is not obtained.

### **3. Which courses will be facilitated for 75% or 25% of the study load?**

If the manager and the employee reach agreement about a course to be followed which is part of the professionalization plan, the university will release the employee for 75% of the official study load for this purpose.

The parties to the collective agreement assume that, in addition to studying, sufficient time must remain for performing a significant part of the primary task. The guideline applied by them is that not more than 40% of the full-time equivalent is used annually for professionalization. In addition, the parties to the collective agreement consider it realistic that the basic entitlement of 40 hours is taken into consideration in the agreement regarding training.

If agreement is reached about following a course which is not part of the professionalization plan, the university will release the employee for 25% of the official study load for this purpose.

Basic educational skills qualification (*Basiskwalificatie Didactische Bekwaamheden*) (by analogy with the basic teaching qualification)

As regards the release time, the basic educational skills qualification comes under the 75% arrangement. If the employee uses his basic entitlement for this, good employment practices may mean that the university facilitates the course for 100%. The tuition fee will be chargeable to the out-of-pocket expenses.



### **4. Which courses will be refunded fully as regards time and money?**

According to the collective agreement, short-term courses assigned by the employer will be refunded fully as regards time and money. These courses are training activities prompted by the operational process and they cannot be refused by the employee.

*Which type of course is refunded in full?*

A meeting about testing and assessment skills to be held on the instructions of the employer for the employees or a subgroup of employees, at which the employees are obliged to be present, will come under the 100% arrangement, for example.

If the employer wishes to implement a new version of Windows in the organization and the employees or a subgroup of employees must follow a Windows migration course for this, this course will also come under the 100% arrangement.



*Which type of course is not?*

An individual testing and assessment skills course chosen by the employee does not come under this arrangement. This form of professionalization is aimed at obtaining or maintaining the skills required by the employee in order to continue to perform his duties.

**5. How is the spending of the budget for out-of-pocket expenses safeguarded?**

Annually, the university must spend at least 6% of the annual income of all the employees on the payroll, and who come under the scope of the collective agreement for universities of applied sciences, on professionalization. Half of this budget is for out-of-pocket expenses.

In the annual social report, the university must report where this money was spent and to what extent the budget has been exhausted. If required, this can also be done in the form of a separate accountability document. This document will then replace the accountability section in the annual social report .

In the event of underspending, the university must report how the part that has not been exhausted will be spent in the following year on top of the 3% reserved annually for the budget.

**6. How does the transitional arrangement work?**

The university must have implemented the regulations according to the new Chapter O of the 2012-2013 collective agreement by 1 January 2014 at the latest. On implementation a 'fresh start' will be made, i.e. all entitlements based on the 'old' Chapter O of the 2010-2012 collective agreement will lapse.

There is one exception to this general rule: a current agreement with an employee about professionalization will be honoured. If this agreement is more favourable than the new arrangement, the agreement will continue to apply unaltered for its full term.

If the new arrangement is more favourable for the employee, the employee will, from the entry into force of the new arrangement and therefore from 1 January 2014 at the earliest, be entitled to additional agreements up to the level of the new arrangement.

**7. Do doctorate processes come under the scope of Chapter O of the 2012-2013 collective agreement?**

A doctorate process comes under the scope of the professionalization paragraph if this is included in the professionalization plan. The time involved in the doctoral research comes under the 75% arrangement.

Here too it applies that, in addition to the doctoral research, sufficient time must remain for performing a significant part of the primary task. The parties to the collective agreement consider it realistic that the basic entitlement to hours is taken into consideration in the doctoral process.

If external financing has been obtained for the doctoral process, the costs will not be charged to the 3% out-of-pocket expenses.



## Publisher's information

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